

# Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>MIKE GORMAN ROOFING INC</b> <b>9 BAYOU DR</b> <b>GREENVILLE, RI 02828</b> <b>United States</b>
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<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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<b>ON-CALL ROOF REPAIR AND MAINTENANCE SERVICE - MPA 64</b>	
Award Number	<b>3482778</b>
Revision Number	<b>0</b>
Effective Period	<b>01-OCT-2016 - 30-SEP-2017</b>
Approved PO Date	<b>15-SEP-2016</b>
Vendor Number	<b>46533-iSupplier</b>

Type of Requisition	<b>*OTHER</b>
Requisition Number	
Change Order Requisition Number	
Solicitation Number	<b>7550759</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Mosca, Gary</b>
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

## On-Call Roof Repair and Maintenance Service - MPA 64

Provide installation and modification of miscellaneous roof repair and installation projects as well as 24-hour emergency service call response.

Maximum prices attached for the period 10/1/16 to 9/30/17 pursuant to responses to solicitation (RFQ) 7550759, received 8/31/2016.

All work shall be performed by qualified personnel of the involved trade and consistent with industry and regulatory standards.

No charges other than parts and labor on the job. No travel, no mileage, no miscellaneous charges, no portal to portal.

Contractor is responsible to comply with all licensing or state permits required for this type of service. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

## INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

## STATE PURCHASING AGENT

*Nancy R. McIntyre*  
**Nancy R. McIntyre**

Contractors must comply with all applicable prevailing wage rate requirements for all services requested through the duration of the contract.

AGENCIES ARE INSTRUCTED TO ADHERE TO THE CONTRACT USERGUIDE. THERE IS A \$30,000.00 WORK ORDER LIMIT FOR ANY SPECIFIC PROJECT:

Projects exceeding \$30,000.00 shall not be allowed under provisions of the MPA without prior written approval and authorization from the Rhode Island Division of Purchases.

Agency Contact:

Gary P. Mosca  
Chief Buyer  
401-574-8124  
gary.mosca@purchasing.ri.gov

Supplier Contact:

Michael Gorman  
401-875-5724  
mikegormanroofing@gmail.com

Reference Documents: MIKE GORMAN PO  
ATTACHEMENT.pdf

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<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

**Contract Terms and Conditions****Table of Contents**

Terms and Conditions.....	IV
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....	IV
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....	IV
MPA BID AWARD (STATEWIDE APPLICABILITY) .....	IV
INSURANCE REQUIREMENTS (ADDITIONAL) .....	IV
FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END .....	IV
PURCHASE AGREEMENT AWARD .....	IV
AUTHORIZATION AND RELEASE .....	IV
PARTIAL PAYMENTS .....	V
WAGE REQUIREMENTS - ADDITIONAL .....	V
CAMPAIGN FINANCE COMPLIANCE .....	V
TERMS AND CONDITIONS OF PRICING AGREEMENT .....	V

**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END**

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

#### **WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the

chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

ATTACHMENT "B" - SOLICITATION #7550759 MPA 64 COST PRICING SHEET						
					Mike Gorman Roofing Inc.	
LINE	Solicitation #7550759- MPA 64	Note: All units are to be measured in place.	ESTIMATED QUANTITY	MEASURE OF UNIT	PRICE PER MEASURE UNIT	EXTENDED PRICE
*	Provide all line items with a unit price and a total cost. Leaving any item unaddressed may invalidate bid.		*****	*****	*****	*****
*	Remove existing, provide & install new EPDM (rubber) membrane		*****	*****	*****	*****
1	a) Fully Adhered		500	sq. ft.	\$ 16.00	\$ 8,000.00
3	c) Mechanically Fastened		500	sq. ft.	\$ 12.00	\$ 6,000.00
*	Repair seams or replace damaged EPDM including all necessary prep work.		*****	*****	*****	*****
4	a) Fully Adhered		250	lf.	\$ 9.80	\$ 2,450.00
5	b) Ballasted		250	lf.	\$ 11.00	\$ 2,750.00
6	c) Mechanically Fastened		250	lf.	\$ 9.80	\$ 2,450.00
*	Prepare existing surface and provide & install Modified Bitumen membrane.		*****	*****	*****	*****
7	a) 4mm APP to smooth surface		500	sq. ft.	\$ 14.00	\$ 7,000.00
9	c) 4mm SBS to smooth surface		500	sq. ft.	\$ 14.00	\$ 7,000.00
*	Remove existing, provide & install single ply membrane of:		*****	*****	*****	*****
11	a) PVC		500	sq. ft.	\$ 16.00	\$ 8,000.00
12	b) CPE		500	sq. ft.	\$ 17.00	\$ 8,500.00
13	c) Tripolimer		500	sq. ft.	\$ 19.00	\$ 9,500.00
14	Remove existing, provide & install built up 4 ply fiberglass type IV roofing felts in hot Perma mop roofing asphalt		500	sq. ft.	\$ 19.00	\$ 9,500.00
18	Patch joints in corrugated metal roofing.		100	lf.	\$ 9.00	\$ 900.00
19	Blister repair (area encompassing blister) 1-ft. extension cuts.		50	sq. ft.	\$ 8.00	\$ 400.00
20	Provide & install asphalt emulsion non-fiberated roof coating.		250	sq. ft.	\$ 10.00	\$ 2,500.00
21	Provide & install aluminum non-fiberated roof coating.		1	gal.	\$ 20.00	\$ 20.00
24	Provide & install, peel & stick nominal 25 mil cured butyl tape		100	lf.	\$ 7.00	\$ 700.00
25	Provide & install non-fiberated flashing cement.		1	gal.	\$ 15.00	\$ 15.00
26	Provide & install tar roof re-saturant		1	gal.	\$ 18.00	\$ 18.00
27	Provide & install a #28 fiberglass base sheet in a full mopping of hot Perma Mop roofing asphalt as a vapor barrier		500	sq. ft.	\$ 9.00	\$ 4,500.00
*	Provide & install polyisocyanurate asphalt faced roofing insulation					\$ -
28	a) 1 inch thickness		500	sq. ft.	\$ 125.00	\$ 62,500.00
29	b) 2 inch thickness		500	sq. ft.	\$ 150.00	\$ 75,000.00
30	c) 3 inch thickness		500	sq. ft.	\$ 2.00	\$ 1,000.00
*	Provide & install tapered polyisocyanurate asphalt faced		*****	*****	*****	*****
31	a) 1/8" per ft.taper		500	sq. ft.	\$ 3.00	\$ 1,500.00
32	b) 1/4" per ft.taper		500	sq. ft.	\$ 3.75	\$ 1,875.00
*	Remove existing, provide & install Wood nailers (pressure treated)		*****	*****	*****	*****
35	a) 2"x 6"		100	bf.	\$ 9.20	\$ 920.00
36	b) 2"x 8"		100	bf.	\$ 9.50	\$ 950.00
*	Remove existing, provide & install plywood sheathing		*****	*****	*****	*****
37	a) 1/2"		32	sq. ft.	\$ 4.00	\$ 128.00
38	b) 3/4"		32	sq. ft.	\$ 4.75	\$ 152.00
*	Remove existing, provide & install t&g		*****	*****	*****	*****
40	a) 1"x 4"		100	bf.	\$ 6.00	\$ 600.00
41	b) 1"x 6"		100	bf.	\$ 8.00	\$ 800.00
42	c) 1"x 8"		100	bf.	\$ 6.00	\$ 600.00
43	d) 2"x 4"		50	bf.	\$ 5.00	\$ 250.00
44	e) 2"x 6"		50	bf.	no price	*****
*	Remove existing shingles and replace over exposed roof deck 15 lb. felt with 40 year limited warranty Fiberglass asphalt shingles.		*****	*****	*****	*****
54	a) (3 tab) (ASTM-ANSI D-312) minimum weight 320 lbs. per sq.		1,000	sq. ft.	\$ 0.65	\$ 650.00
*	Provide & install 30 year limited warranty Fiberglass asphalt shingles over existing roof covering.		*****	*****	*****	*****
55	a) (3 Tab) (ASTM-ANSI D-312) Minimum weight 265 lbs. per sq.		1,000	sq. ft.	\$ 0.60	\$ 600.00
56	Provide & install ridge vents 18 sq. inches free air per lineal ft.		50	lf.	\$ 13.00	\$ 650.00
	<b>Abbreviations:</b>					
	sq.ft = square feet					
	gal = gallon					
	bf. = board foot					
	lf. = linear foot					
	oz. = ounce					
	lb(s) = pound(s)					
	ea. = each					
	<b>Provide Hourly Labor Rates in accordance with section 12.0 of solicitation.</b>		*****	Hour	Hour	Hour
57	<b>Roofer (hr. rate)</b>					
	Regular/Straight: Time Monday-Friday		1	\$105.00	\$ 65.00	\$ 65.00
	Overtime rate: Monday -Friday		1	\$135.00	\$ 97.50	\$ 97.50
	Sat/Sun/Holidays rate:		1	\$135.00	\$ 97.50	\$ 97.50
58	<b>Registered Roofer Apprentice (hr. rate)</b>					
	Regular/Straight: Time Monday-Friday		1	\$95.00	\$ 20.00	\$ 20.00
	Overtime rate: Monday -Friday		1	\$115.00	\$ 30.00	\$ 30.00
	Sat/Sun/Holidays rate:		1	\$115.00	\$ 30.00	\$ 30.00
59	<b>Superintendent (if applicable) (hr rate)</b>					
	Regular/Straight: Time Monday-Friday		1	\$125.00	\$ 70.00	\$ 70.00
	Overtime rate: Monday -Friday		1	\$150.00	\$ 105.00	\$ 105.00
	Sat/Sun/Holidays rate:		1	\$150.00	\$ 105.00	\$ 105.00
60	<b>Boom Lift</b>					
	Hourly (straight time)		1	\$250.00	\$ 35.00	\$ 35.00
	Overtime		1	\$500.00	\$ 70.00	\$ 70.00
	Daily		1	\$1,500.00	\$ 220.00	\$ 220.00
	Weekly		1	\$4,000.00	\$ 100.00	\$ 100.00
	Monthly		1	\$8,000.00	\$ 1,600.00	\$ 1,600.00
61	<b>Scissor Lift</b>					
	Hourly (straight time)		1	\$200.00	\$ 35.00	\$ 35.00
	Overtime		1	\$400.00	\$ 70.00	\$ 70.00
	Daily		1	\$1,000.00	\$ 220.00	\$ 220.00
	Weekly		1	\$2,500.00	\$ 1,100.00	\$ 1,100.00
	Monthly		1	\$5,000.00	\$ 1,600.00	\$ 1,600.00
			1			